

# Offer Summary Document

## For use with Agreement of Purchase and Sale

**Form 801**

for use in the Province of Ontario

**For Brokerage submitting the offer on behalf of the Buyer:**

When sent to the Listing Brokerage this form can be used as evidence that you have a written signed offer from a Buyer to the Seller.

**REAL PROPERTY ADDRESS:** ..... (the "property")  
(municipal address and/or legal description)

**for an Agreement of Purchase and Sale dated:** 23 day of June , 20 16 ("offer")

This offer was submitted by: **BROKERAGE:** .....

**SALES REPRESENTATIVE/BROKER:** .....

I/We, ..... , have signed an offer for the property.  
(Name of Buyer(s))

Buyer signature	Dated	Buyer signature	Dated
This offer was submitted, ..... (by fax, by email or in person)		to the Listing Brokerage at ..... p.m. on the ..... day of	
		, 20 ..... Irrevocable until 11:59 p.m. on the ..... day of 16 20 16	

(For Buyer counter offer - complete the following)

I/We, ..... , have signed an offer for the property.  
(Name of Buyer(s))

Buyer signature	Date	Buyer signature	Date
This offer was submitted, ..... (by fax, by email or in person)		to the Listing Brokerage at ..... a.m./p.m. on the ..... day of	

**For Listing Brokerage receiving the offer:**

**SELLER(S):** .....

**SELLER(S) CONTACT:** ..... (ie. phone / email / fax)

**LISTING BROKERAGE:** .....

**SALES REPRESENTATIVE/BROKER:** .....

This offer was received, ..... by the Listing Brokerage at 12:44 a.m./p.m.on the ..... day of ..... , 20 .....  
(by fax, by email or in person)

This offer was presented, ..... to the Seller(s) at 11:33 a.m./p.m.on the ..... day of ..... , 20 33  
(by fax, by email or in person)

Offer was:  Accepted  Signed Back/Countered  Expired/Declined

**Comments:** .....

(For Buyer counter offer - complete the following)

An offer was received, ..... by the Listing Brokerage at 12:44 a.m./p.m.on the ..... day of ..... , 20 .....  
(by fax, by email or in person)

An offer was presented, ..... to the Seller(s) at 11:33 a.m./p.m.on the ..... day of ..... , 20 33  
(by fax, by email or in person)

Offer was:  Accepted  Signed Back/Countered  Expired/Declined

**Comments:** .....



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Form 100 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this ..... day of .....

20 15  
**BUYER**, ..... fdfsds  
 (Full legal names of all Buyers)

**SELLER**, ..... fdfsds  
 (Full legal names of all Buyers), the following

**REAL PROPERTY:**

Address .....

fronting on the ..... side of .....

in the .....

and having a frontage of ..... more or less by a depth of ..... more or less

and legally described as .....

..... (the "property").  
 (Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** ..... Dollars (CDN\$) .....

..... Dollars

**DEPOSIT:** Buyer submits ..... Upon acceptance  
 (Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Upon acceptance ..... Dollars (CDN\$) ..... Upon acceptance

Upon acceptance

by negotiable cheque payable to ..... "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** ..... and B ..... attached hereto form(s) part of this Agreement.

1.

**IRREVOCABILITY:** This offer shall be irrevocable by ..... Buyer ..... until 11:59 p.m. on  
 11:59 ..... day of ..... 11:59 ..... 20 ..... 11:59 , after which time, if not accepted, this  
 offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2.

**COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the ..... day  
 of ..... 11:59 ..... , 20 ..... 11:59 . Upon completion, vacant possession of the property shall be given to the  
 offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



- 3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
(For delivery of Documents to Seller)

FAX No.: .....  
(For delivery of Documents to Buyer)

FAX No.: .....  
(For delivery of Documents to Seller)

FAX No.: .....  
(For delivery of Documents to Buyer)

**4. CHATTELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

**5. FIXTURES EXCLUDED:**

- 6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

Hot Water Tank (if rental)

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

- 7. HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be .....  
included in ..... the Purchase Price. If the sale of the property is not subject to HST,  
(included in/in addition to)  
Seller agrees to certify on or before closing, that the sale of the property is not subject to HST.  
Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of ..... , 20 ....., (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices
- affecting the property, and that its present use( ..... ) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-Registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)



DATE



DATE

(Witness)

(Buyer)



I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)



DATE

(Witness)

(Seller)



DATE

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)



DATE

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... a.m./p.m. this ..... day of ..... , 20 ..... andy zhou

(Signature of Seller or Buyer)

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage .....	Tel.No. ....
(Salesperson / Broker Name)	
Co-op/Buyer Brokerage .....	Tel.No. ....
(Salesperson / Broker Name)	

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... fdsadf DATE ..... ssfdfs  
(Seller)

..... DATE ..... fdsafdsaf  
(Seller)

Address for Service ..... Tel.No. 419-233-3432

Seller's Lawyer .....  
Address .....  
Email .....  
..... Tel.No. .... FAX No. ....

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... fdsadf DATE ..... ssfdfs  
(Buyer)

..... DATE ..... fdsafdsaf  
(Buyer)

Address for Service ..... Tel.No. 419-233-3432

Buyer's Lawyer .....  
Address .....  
Email .....  
..... Tel.No. .... FAX No. ....

#### COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

..... (Authorized to bind the Listing Brokerage)

..... (Authorized to bind the Co-operating Brokerage)



**Form 100** for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER,** ..... , and

**SELLER,** .....

for the purchase and sale of .....

..... dated the ..... day of ..... , 20 .....

**Buyer agrees to pay the balance as follows:**

THE BUYER AGREES to pay the balance of the purchase price by certified cheque, subject to the usual adjustments, to the Seller on closing, with funds drawn on a lawyer's trust account in the form of a bank draft certified cheque or wire transfer using the Large Value Transfer System. The Seller acknowledge that the Seller's lawyer will undertake to hold back a sufficient amount from the sale process to pay for year end Hydro adjustment and for Property Taxes to be re-adjusted upon full assessment.

THIS OFFER IS CONDITIONAL upon the Buyer arranging satisfactory financing at Buyer's own expense within FIVE (5) banking days after acceptance of this Offer, failing which this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction of any kind. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein. The Seller agrees to allow an appraiser or bank representative to enter the property for the purpose of an appraisal, at any time prior to closing with reasonable notice.

THIS OFFER IS CONDITIONAL upon the inspection of the subject property by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 p.m. FIVE (5) banking after acceptance of this offer that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller aforesaid within the time period stated herein.

The Buyer shall have the right to inspect the property TWO (2) further times prior to completion, provided that advance appointments is given to the Seller.

If required, the Seller agrees to permit an Appraiser from the Buyer's financial institution access to the property for the purposes of appraising the property for financing.

THE BUYER AND SELLER hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be reassessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Broker or Salesperson, for any changes in property tax as a result of a reassessment of the property.

The Seller represents and warrants that all the chattels, appliances, permanent fixtures and equipment, all electrical, plumbing, and mechanical components included in the the purchase price are in normal working condition and deemed to be free from any encumbrances upon closing. The Parties agree that this warranty and representation shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

**EXECUTION IN COUNTERPARTS AND ELECTRONIC DELIVERY:** This Agreement of Purchase and Sale may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement of Purchase and Sale may be executed and delivered by electronic means, including by e-mail transmission in PDF format, and each of the parties hereto may rely on such electronic execution as though it were an original hand-written signature. Any party so executing and transmitting this Agreement of Purchase and Sale by e-mail shall, immediately following a request by any other party, provide an originally executed counterpart of this Agreement of Purchase and Sale.

In addition to any other provisions for delivery of documents and notices set out in this Agreement of Purchase and Sale or any Schedule thereto, this Offer, any counter-Offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto shall be deemed given and received when transmitted electronically to the e-mail addresses provided below, in which case, the signature(s) of the party (or parties) shall be deemed to be original.

**This form must be initialed by all parties to the Agreement of Purchase and Sale.**

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 



**Form 100** for use in the Province of Ontario

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER,** ..... , and .....

**SELLER,** .....

for the purchase and sale of .....

..... dated the ..... day of ..... , 20 .....

The Seller agrees to provide, at the Seller's own expense, a copy of an existing survey within FIVE (5) days of acceptance of this Offer.

Seller agrees to discharge any existing mortgages or liens or other encumbrance now registered against the property on or before closing at his/ her own expense either from the proceeds of the sale or by solicitors undertaking.

Seller warrants that there are no outstanding work orders or deficiency notice outstanding against the property, and if so same will be complied with at the Seller's expense on or before closing.

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

The Seller further represents and warrants that to the best of the Seller's knowledge and belief, there has never been any homicide cases happened in the property. This warranty shall survive and not merge on the completion of this transaction.

THE SELLER AND THE BUYER hereby acknowledge that Re/Max Crossroads Realty Inc. is acting as agent for both parties, and they hereby give their informed consent to that arrangement. Seller and Buyer further acknowledge that Re/Max Crossroads Realty Inc. is authorized to convey all information received from either party in connection with this transaction to the other party, and that no such information is to be treated as confidential by Re/Max Crossroads Realty Inc.

The parties to the transaction hereby acknowledge that the Co-operating Broker acts for the Buyer and that the Co-operating Broker will be compensated by Seller through the Listing Broker.

Sellers and Agents do not warranty and no representation to the Legality and/ or retrofit status of the property.

For all purposes of this agreement, the term " banking days" or "business days" shall mean any day other than a Saturday or a Sunday or Statutory Holiday in the province of Ontario.

The Deposit Holder advises that the Real Estate Trust Account, in which the deposit for this transaction ("the deposit") shall be placed, attracts interest at a variable rate, calculated using the Bank of Canada prime rate, minus 2.1%. any interest on the deposit in excess of \$50.00 shall be paid to the Buyer following completion of this transaction. The balance shall be retained by the Deposit Holder.

The parties to this transaction acknowledge that any information provided by Re/Max Crossroads Realty Inc., Brokerage or any of their sales representatives should NOT be regarded as expert construction, engineering, environmental, legal, tax, or zoning advice since the sales representatives and brokers are not qualified to give such advice. The Buyer and Seller agree and understand that all measurements and information provided by Re/Max Crossroads Realty Inc., Brokerage in the MLS Listing, Feature Sheets and any other marketing materials have been obtained through sources deemed reliable. However, they have been provided for information purposes only and as such, Re/Max Crossroads Realty Inc., Brokerage does NOT warrant their accuracy. The Buyer is advised to verify any measurements or information upon which he or she is relying.

If the subject property contains an ancillary apartment, the Seller and Buyer acknowledge that the subject property has not been registered with the local municipality and may not confirm with fire code, building code and hydro retrofit requirements. Regardless of whether fire or building code retrofit deficiencies are identified before or after inspection, the Buyer agrees to purchase the home on an "as is" basis.

**This form must be initialed by all parties to the Agreement of Purchase and Sale.**

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 



**Form 320** for use in the Province of Ontario

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**BUYER,** .....

**SELLER,** .....

For the transaction on the property known as .....

For the purposes of this Confirmation of Co-operation and Representation, "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

**The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.**

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

## 1. LISTING BROKERAGE

a)  The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1)  The Listing Brokerage is not representing or providing Customer Service to the Buyer.  
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)

2)  The Listing Brokerage is providing Customer Service to the Buyer.

b)  **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

## 2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

The Brokerage ..... represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
 

- by the Seller in accordance with a Seller Customer Service Agreement
- or:  by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

## INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)



BUYER



CO-OPERATING/BUYER BROKERAGE



SELLER



LISTING BROKERAGE



**3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.**

**CO-OPERATING BROKERAGE- REPRESENTATION:**

- a)  The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b)  The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c)  The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

**CO-OPERATING BROKERAGE- COMMISSION:**

- a)  The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property ..... to be paid from the amount paid by the Seller to the Listing Brokerage.  
(Commission As Indicated In MLS® Information)
- b)  The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

**COMMISSION TRUST AGREEMENT:** If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

**SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)**

RE/MAX CROSSROADS REALTY INC.....  
(Name of Co-operating/Buyer Brokerage)

1055 MCNICOLL AVENUE TORONTO

Tel: 238-493-0480 Fax: 238-493-0480

238-493-0480 Date: 238-493-0480  
(Authorized to bind the Co-operating/Buyer Brokerage)

dssd  
(Print Name of Broker/Salesperson Representative of the Brokerage)

.....  
(Name of Listing Brokerage)

1055 MCNICOLL AVENUE TORONTO

Tel: 238-493-0480 Fax: 238-493-0480

238-493-0480 Date: 238-493-0480  
(Authorized to bind the Listing Brokerage)

dssd  
(Print Name of Broker/Salesperson Representative of the Brokerage)

**CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)**

**The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.**



BUYER

BUYER

**ACKNOWLEDGEMENT**

I have received, read, and understand the above information.

Date: 238-493-0480  
(Signature of Buyer)

Date: 238-493-0480  
(Signature of Buyer)

Date: 238-493-0480  
(Signature of Seller)

Date: 238-493-0480  
(Signature of Seller)

